

June 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION OF AN ONE-YEAR AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND RICHSTONE FAMILY CENTER FOR PROSECUTION SERVICES FOR PROJECT STOP (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Los Angeles County District Attorney to sign the enclosed Agreement with Richstone Family Center (Richstone) for prosecution services for Project STOP. Project STOP is funded by the State of California, Office of Criminal Justice Planning (OCJP) through the Richstone Family Center. Under this Agreement, the District Attorney will provide services of a Deputy District Attorney (DDA) for the period of July 1, 2002 through June 30, 2003. Richstone will provide compensation to the District Attorney's Office in the amount of \$79,140, and the program requires a 10 percent match of \$8,793, resulting in total program costs of \$87,933.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Richstone Family Center has requested the District Attorney's Office to provide the services of one Deputy District Attorney for vertical prosecution of juvenile and adult gang cases, as a component of the gang violence suppression program in the Lennox, Hawthorne, and Lawndale communities.

This program is a collaborative community partnership designed to significantly impact gang-related violence in the Lennox, Hawthorne, and Lawndale communities through suppression and prevention activities.

Implementation of Strategic Plan Goals

Consistent with the County's Strategic Plan, this program promotes the safety and survival as well as emotional and social well-being of children and families will directly support the District Attorney's core mission: to vigorously prosecute felony crime throughout the County.

FISCAL IMPACT/FINANCING

The total cost for salary and employee benefits of one DDA for services provided under this agreement is \$87,933. Richstone is providing 90 percent, \$79,140, of this cost for the term of the Agreement. The District Attorney is required to match a 10 percent cost of \$8,793. These costs have been included in the Department's 2002-03 adopted budget.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program will either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant-budgeted positions

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Project STOP is funded by the State of California, Office of Criminal Justice Planning (OCJP) through the Richstone Family Center. It is a collaborative effort between the Richstone Family Center, the Lennox School District, the District Attorney's Office, the Probation Department, and the Sheriff's Department. The goal of the program is to reduce gang violence in the unincorporated communities of Lennox, Hawthorne, and Lawndale and to divert potential dangerous gang activity into positive and constructive behavior.

The District Attorney's Office will provide a specially-trained Deputy District Attorney from the Hardcore Gang Division to provide identification of juveniles susceptible to drug and gang activities; collaborative examination of specific community problems in the Lennox, Hawthorne, and Lawndale areas; civil abatement to suppress gang activity; and specialized prosecution of gang crimes in targeted areas.

Richstone has approved and signed this Agreement. Approval and signature by the District Attorney is required to fully execute Project STOP for the current year.

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Due to the State budget uncertainties this Fiscal Year, the final budget allocation for Project STOP was only recently received by Richstone, and forwarded by them to the District Attorney's Office in early May 2003. However, operations have been in place since July 1, 2002, and services provided to Richstone Family Center have not been disrupted.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Project STOP does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998 requiring clearance with the Alternate Public Defender, Public Defender, Probation and Sheriff's Departments.

CONCLUSION

Board approval of this request will support continuing gang violence suppression in Los Angeles County. Following Board action on this matter, the Executive Officer/Clerk of the Board of Supervisors is requested to return three (3) copies of the adopted Board letter and Agreement to the District Attorney's Office, Bureau of Management and Budget, 201 North Figueroa Street, Suite 1300, Los Angeles, California, 90012, Attention: Emily Aidells. Any questions may be directed to Emily Aidells at (213) 202-7674.

Very truly yours,

STEVE COOLEY
District Attorney

ea

Enclosure

c: Chief Administrative Officer
County Counsel

AGREEMENT BETWEEN THE RICHSTONE FAMILY CENTER AND
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
FOR PROJECT STOP

1. INTRODUCTION

This Agreement is entered into by and between the Richstone Family Center (hereinafter referred to as "Richstone") and the Los Angeles County District Attorney's Office (hereinafter referred to as "District Attorney").

2. PURPOSE

Since 1995, the Lennox Gang Violence Suppression Council has received a Multi-Component Gang Violence Suppression grant from the California State of Office of Criminal Justice Planning (OCJP) and formed a consortium of community agencies under the lead of the Richstone Family Center. Other participating agencies are the Los Angeles County District Attorney, Sheriff and Probation Departments, and the Lennox School District. The Program's primary mission is to empower the Lennox community to suppress gang crime and violence and prevent future gang membership.

Project STOP (Suppression Tactics & Opportunities for Prevention) represents the critically-needed bridge between the communities of Lennox, Hawthorne, and Lawndale. It is a collaborative community partnership which brings combined public and private agency expertise, experience, and resources to significantly impact long-standing, violent crime-related problems. This multi-component Program is now entering its eighth year of funding.

The purpose of this Agreement is to accept eighth year continuing funding from Richstone Family Center in the amount of \$87,933 (inclusive of 10% match by the Los Angeles County District Attorney) for maintaining one Deputy District Attorney (DDA) assigned to Project STOP for the period July 1, 2002 to June 30, 2003. The DDA will provide vertical prosecution for the prevention and suppression of gang violence within the Lennox area of Los Angeles County.

3. TERMS

This agreement shall be in effect from July 1, 2002 through June 30, 2003.

4. DISTRICT ATTORNEY RESPONSIBILITIES

The Los Angeles County District Attorney's Office has sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and to give objective and impartial consideration to each individual case, including options relating to pleas and sentencing. The

prosecutor assigned to Project STOP in Lennox will appropriately and independently furnish prosecutorial legal services for juvenile and adult gang cases, in accordance with rules of ethics and professional responsibility governing the actions of prosecuting attorneys.

A. PROJECT STOP PROSECUTOR

The Los Angeles County District Attorney's Office will provide one Lennox-based Hardcore Gang Deputy District Attorney (STOP Prosecutor) who will:

- Achieve true vertical prosecution;
- Continue to avoid using pretrial release and reduce plea bargaining;
- Seek increased conviction and sustained petition rates for violent gang offenders;
- Seek appropriate sentences or commitments in cases prosecuted;
- Carry a reduced caseload;
- Work cooperatively with law enforcement agencies to enhance/increase prosecutor abilities to prosecute violations of the Street Terrorism Enforcement and Prevention Act (STEP) Section (P.C.182.22);
- Enhance coordination among agencies involved in the suppression of gang violence through participation in the Executive Council, Operations Committee, MAOT, and regular contact with community organizations;
- Increase coordination with local law enforcement agencies to protect cooperating witnesses from intimidation and retribution;
- Use injunctive relief to stop and/or limit gang activity in the Lennox area.
- Assist the STOP Executive Council to identify, track, and report existing/evolving patterns of gang-related crimes in the greater Lennox community; and,
- Actively participate in SARB-Student Attendance Review Board(s).

B. ADDITIONAL RESPONSIBILITIES

The Los Angeles County District Attorney's Office will also:

- Assign Executive Level staff to attend quarterly meetings of the Executive Council which is responsible for policy and fiscal decisions;
- Assign grant personnel and their supervisors in the ten (10) monthly Operations Committee meetings.
- Continue the Multi-agency Operations Team (MAOT) whose function is to provide case management and assure effective teamwork among the partner agencies.
- Provide all data and narrative information to the Richstone Family Center as required by the OCJP Handbook for reporting and programmatic audit compliance.
- Submit source documentation and support data in accordance with OCJP grantee handbook requirements for required quarterly progress reports to insure that services are provided in compliance with the contract.

5. RICHSTONE RESPONSIBILITIES

Richstone Family Center agrees to:

- Provide support to document and track all project activities and assure grant compliance in collaboration with all project partners.
- Act as fiscal agent, in charge of providing sub-contracts for the program.
- Facilitate the Executive council and the Operations Committee meetings and will be responsible to generate the minutes of those meetings.

6. MUTUAL RESPONSIBILITIES

Both District Attorney and Richstone agree to the following:

- We will assign Executive Level staff to attend quarterly meetings of the Executive Council which is responsible for policy and fiscal decisions.
- We agree to fully staff the project to assure that objectives will be met.
- We will assign grant personnel and their supervisors to participate in the ten (10) monthly Operations Committee meetings. We understand that the Operations Committee will meet to provide a coordinated and collaborative means of carrying out all of the specific objectives and activities as fully detailed in the attached proposal, and will make recommendations to the Executive Council. In order to further support the overall effort, our staff will continue the Multi-Agency Support Team, whose function is to provide case management and assure effective teamwork among the partner agencies.

7. COMPENSATION AND METHOD OF PAYMENT

The term of this agreement is from July 1, 2002 through June 30, 2003. This agreement is not to exceed the sum of \$87,933. This sum is to be used only for the following expenses:

Deputy District Attorney III/STOP Prosecutor (1 FTE)	\$50,024
Fringe Benefits	\$28,116
Conference	\$ 1,000
Required Match (Salary/Benefits)	<u>\$ 8,793</u>
TOTAL	\$87,933

The District Attorney is responsible for submitting quarterly billings to the Richstone Family Center. Billings will include itemization of all actual charges allowable per the agreement. Support data will be provided as required by controller/audit.

Richstone Family Center will pay quarterly invoices within 60 days of receiving all requested documentation. Payment is dependent upon satisfactory delivery of services according to the contract. Five percent of total payments will be withheld pending satisfactory completion of all terms and conditions of the contract.

It is understood that any amendment to the terms of the agreement requires the approval of the Project STOP Executive Council.

8. TERMINATION

This Agreement may be terminated by either party upon 30 days written notice. All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

9. INSURANCE

The County of Los Angeles District Attorney is self-insured for auto, general and errors and omission liability, and workers compensation coverages. This coverage is warranted to meet the requirements outlined in the above subject agreement.

Employees who perform duties for the County of Los Angeles are covered for liability, except as such liability arises from actions which are fraudulent, criminal, or outside the scope of their assignments and authority. Employees are not indemnified for punitive damages.

It is expressly understood and agreed to by both parties hereto that the District Attorney, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of Richstone.

All contractors paid with OCJP funds must comply with the provisions of the Government Code outlined in section 2152, Drug-Free Workplace Certification Requirements. The contractors must notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances.

Agreement made and entered into this _____ day of _____,
2003 by:

RICHSTONE FAMILY CENTER

LOS ANGELES COUNTY
DISTRICT ATTORNEY'S OFFICE

STEVE COOLEY, District
Attorney

APPROVED AS TO FORM
BY COUNTY COUNSEL:

LLOYD W. PELLMAN

By

Deputy